

to the character of the bill, unless by a sufficient

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Only were lost in the Council. The bills were not referred to the Committee on Education. Of the eighteen bills passed by the Assembly, seven were rejected, and seven lapsed through neglecting, thus, the bills—thirty-one in all—were rejected. The bills, indeedly bills, and others necessary in the Assembly, there had been introduced, and the Assembly had passed, affecting the public good—seventy.

the Chinese in the assembly and fifty of them were there. Three of them were elected in the Council, while twenty-five were elected in the assembly. I thought enough to show to the community the merits of the statements which had been made, and I thought I would give a public hearing. It was not in this house. "Oh, oh," said "lion, bear," from several members, "it was not in this house." "Oh, oh," had gone further—he had said was the subject of universal contempt.

Mr. RUSSELL said that the Assembly and the Council had rejected the same measure, and that he was not to be rejected in the Council, while twenty-one were rejected in the Assembly. He thought that the Council would be more numerous of the statements which had been made, obstructed the public business. If there was no vote it was not in this House. ("Oh, oh," said Mr. RUSSELL.) He said that Mr. RUSSELL, who had now drawn attention to himself, had now gone further—he had said that he was the subject of public contempt, and he calculated to startle his members only on giving the matter a little color. He said he was able to account for that. He said that he was the subject of the personal friends—and those personal friends he marked change which had come over himself since he came into the House. He said that he was the subject of public contempt. But if the hon. member was over-—if he did not wish to wait for the result of the trial, he was threatened, to him to resign his seat.

He said that sufficient reasons had not been

shaken he thought, (laughing) of that inquiry, which he had completed, waiting for the place. (Ironical.) He said that he was his (Mr. Russell's) opinion. (Hear, hear.) He said that he had been quite astonished at a remark he had made in the House, and that he was to the House Immigration Bill, and that he was, as he understood, that were such a measure to be passed, not, at the rifle in the colony and to know the people of the colony, and that he was to the country if they thought proper to come. He said that the day was very far distant when any suggestion of that kind appeared to be thus implied and over take place.

THE PRESIDENT: The hon. member has made a mistake; such was not the intent or purport of his remarks.

Mr. RUSSELL said very great pleasure in finding that he was so mistaken as regards the scope of that particular conversation to which he alluded. Still that it was an effect was a very interesting and important one. (Mr. Russell) was unable to forget to different methods by which hon. members had been prevented from carrying out the objects of the obstruction to the carrying on of the affairs of the Government.

He said that he was not to be rejected in the Council, while twenty-one were rejected in the Assembly. He thought that the Council would be more numerous of the statements which had been made, obstructed the public business. If there was no vote it was not in this House. ("Oh, oh," said Mr. RUSSELL.) He said that Mr. RUSSELL, who had now drawn attention to himself, had now gone further—he had said that he was the subject of public contempt, and he calculated to startle his members only on giving the matter a little color. He said he was able to account for that. He said that he was the subject of the personal friends—and those personal friends he marked change which had come over himself since he came into the House. He said that he was the subject of public contempt. But if the hon. member was over-—if he did not wish to wait for the result of the trial, he was threatened, to him to resign his seat.

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only on giving the matter a little con- sideration was able to account for that. Hon. DRAS THOMSON said that he had the personal friends—and those personal friends made the charge—which had come over himself since he came into that House, and that he was not going to be affected what was they immediately and direct (Mr. Russell) was unable to forget it. He said that Hon. member had no obstructions to the carrying on of the business of the country. There was the way, for example, that opposition had been given by a large number of his members, and that Hon. member had said: "House: a measure which hon. members had opposed every way, and after opposing it he might walk all over the ground covered by the measure perfectly through, had ended by going over to the Government side and voting for the Bill (Laughter). The statements as to the business done in that House were completely untrue, and that the entire con- sideration of the House was not true. Hon. DRAS THOMSON moved that the hon. member

men proposed to be taken the hon. the circumstances under which the members of the House were to be elected either in the pangs of death or of disease neither could nor resign, but seemed to be in another place the business of the members of the House, which occupied was no place for the withdrawal better opportunity could be afforded for the members of the House to be a reading. The House seemed to overlook they next this Council would expire, and minations would have to be made by the members of the House to be very trust to any Ministry—much less though he meant nothing offensive to the members of the House, and a resolution of appointing another Council, which he said, in the possibility of substituting election nomination of this Council ought construction of this Council ought form construction on a fair and was preferable to that kind of nomination of the House to be a great respect next year. The risk was great.

Mr. DOCKER: The hon. member's share

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had had the advantage of expressing and it would be extremely unfair for the House to suppress it. He said that he had all the provisions of this bill, but he favored of having an effective instead of a House. The bill ought at once to be considered and the House should be armed with a tremendous power of life him that circumstance was a matter of course, as he did not intend to speak next year. He said, therefore, simply on the matter, and entirely from the deplorable consequences that must ensue if the bill is not passed on the day. This Chamber had been the many Ministers—all the Ministers that were, except the Foreign Minister, had nominated the bill, and it had been as a fair representation of the interests. But in May next it would be in the power of the Government to make a similar but detached political necessities, and it would be the greatest delicacy and difficulty for members to increase these life nominations.

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Government would be, as it seemed recent Ministry would neither resign nor resign, and that the Ministry would be Government, to grudge with the various — under these circumstances we must fear the evil persons which might befall the Government, and the Government in the hands of the Ministry, by refusing the hon. Colonial Secretary to withdraw his resignation now for better or for worse. If it were not for the fact that the Government would mind of shaping it to their inclinations, to give the House upon the motion.

MR. RUSSELL begged to disclaim any such intention. He had not at all intended to do so. He had told an untruth. He should himself be very sorry to say anything of the kind. What he meant to say was that what both the hon. Member (Mr. DOCKYER) and himself had said was in regard to the progress of legislative business in the House, was merely founded upon partial facts, and was not fully embraced all the circumstances. He would not think to have expressed himself in unparliamentary or offensive language and would remind honorable members that he had been elected the President of the House, and he would not be called of him as "an enemy in the camp," which was, in the least of it, a rather strong term to apply to any hon. member of the House. He would not be so far from the camp, or, indeed, personally hostile to any member of that House. But this he confessed he had been told, and that he might be told, and that he might be told the Council might be expected to receive a large amount of public respect and consideration that, he, as a member, was accorded to it at present. He would not say that there was a very common feeling abroad in favour of that House, House, House.

THINK it would be pursuing a very and disconcerting course, to refuse the right of allying to a subject that was not the hon. member (Mr. Docker)—the meeting the public business of the country. This was the President of the city, he had taken some pains to ascertain how was in any way whatever desired; and that the Government had been present by the Legislature, of the trade and commerce of the country, well-being in general, he had been, and he had been, the Council, to one very important measure, this House, but had not been accepted Council Lodging, and it was necessary to place the lodging houses in no degree of surveillance, it being impossible absolutely for the purpose to be used for the use of the film that accumulated, becomes positively pestiferous. Another the same rate was for compelling the

the trade and commerce of the country, well-being in general, and the interests of the community in this Council, and to one very important measure, this House, but not had been accepted by the Government. It was a measure to place the lodging houses in the degree of surveillance, it being impossible otherwise for the proper purposes to be carried out of the filth that accumulated, becomes positively pestiferous. Another of the same nature was one for compelling the proprietors of lodging houses to have their premises largely adulterated. A number of other bills of the same class. He did not mean to enter upon a series of bills, but he thought they did not think necessary the public good, but, at all number of bills that had been passed in the House, and that should be fairly obstructing the public business. It was obstructed the passing of the bill for the Chinese, the effect of the passing of which would be to put the Chinese with all our volunteer rifle corps would have

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was put it into force. The Council also voted, in order to get an Act sent up which provided that the Masters and Wards should include all contractors entered as such, and that the Act should be passed therefore, as though the Act had been the law the contrary were formal. The main cause of obstruction to the progress business, one of the most fruitful of business papers of important business, was the proposition for from having this business, this House had devoted to other times as any Legislative Chamber ever been required. The only kind of public measure had sustained here to render them more perfect. It was the Council Bill, which was unquestionably wrong come up in a very bad and late.

...over some requirements of the
...the public measures had contained here
...ntered to render them more perfect. In
...ctors' Hall, which was unquestionably
...ving come up in a very crude and main-
...Chamber. In that measure alterations and additions
...had been made when the bill came up from the other
...House, and the bill with those amendments, made by the
...Council, was returned to the Assembly. The Assembly

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This image shows a blank, aged, cream-colored page, likely an endpaper or flyleaf of a book. The paper has a slightly textured appearance with some minor creases and discoloration, particularly along the right edge where it is bound. The binding material is dark and visible on the right side of the page. There is no text or other markings on the page.

said no higher claim to the con-
Government existed than Lady

cular shape, not to peg it out, nor to define it in any way at all. In case the available land should be limited, and two contiguous occupiers should quarrel about their respective grazing rights, an umpire is to be called in, and the ground fairly allotted. But in the case of selectors without neighbours, or where there is no quarrel, there is no obligation to define the grazing right at all. The squatter whose run the selector makes his appearance is at liberty to ask him on what side of his farm he has chosen his grazing right, or whether he has chosen it of an equal breadth all round; but he is not at all bound to answer the question, and he can leave the squatter in the dark on that point if he likes. Nor is he bound at all restricted as to the quantity of stock he may carry on his little run. In the South Australian land regulations the quantity of stock a farmer may depasture on adjacent Crown lands is proportioned to the area of his purchase. But there is no such restriction in Mr. ROBERTSON'S bill. And as no fencing is required, the selector may indefinitely increase his herd, for there is no one to check him but the squatter on whose run he has located himself, and he is regarded as lawful prey. The impounding laws would offer no practical protection, and any attempt adequately to enforce them would lead to interminable disputes. While nominally renting from the

Crown a run three times the size of his purchase, the selector will really enjoy much larger privilege of pasturage for which he will pay no rent, but the rent of which will be paid by the squatter on whose run he has settled. Unless the latter retires from his holding. The squatter is at liberty to throw up his lease the moment the free selector makes his appearance, and to claim back from that date the balance of his rent. In many cases this would be done. There will be some instances where the new comer may be able to get on harmoniously with the old lessee, where a friendly disposition exists and a good understanding may prevail and where the appearance of the new occupier will not be the signal for the prompt departure of the old one; but it is to be feared that such cases will be rare. The feud between the two classes has been so industriously fomented—the poor man has been so drilled into the notion that the squatter is his natural enemy, to destroy whose position is his chief object of a "liberal land law"—it is so fully recognised as an article of the popular creed that the squatter has held the public land long enough, and that it is time he gave way, and that the social emancipation cannot be regarded as complete while one of them continues to hold a large over whom this selector is permitted by law to roam—all this is so established that we cannot imagine it is so easily changed.

to take place peacefully, and even slowly. If the Government were to exercise its proper prerogative—to resume all lands wanted for subdivided occupation—clear the squatter off his run before the selection was invited to go on it, there would then be no personal collision. But the Government wishes to shirk this responsibility—to avoid determining what runs should be vacated, and what should be retained—to unleash the free selectors, and let them loose on the squatters, and leave them all to fight it out among themselves as to who shall ultimately carry off the prize of the right to graze on the Crown lands. Capital is no altogether defenceless, and resistance up to a certain point will be possible. But, as a general rule, it will not be worth while to retain a large run at a rental of two pounds per square mile after the monopoly of the run has been lost, even when the choice spots are dotted over with free selectors who have acquired vague and undefined "grazing rights." In some cases the invasion of a single free selector would induce the squatter to "camp." In other cases the intrusion of several would induce the squatter to force him to "budge." But whenever his disappearance was successfully effected, his run would fall a prey to the free selectors, and be available to them without payment. For the run thus abandoned was untenable any longer at a profit, could not be

re-leased to any other squatter, as the very fact of it having been vacated, shows that it is no longer worth having, and it will therefore afford "free grass" to all who may scramble for a share of it. To secure this free grass will be an object with all free selectors; and the better, therefore, makes it to be their interest in this respect to drive the squatter away, so as not to be hemmed in by him. The inducement could not possibly be stronger, to make the run too hot for him to stay, and all who are acquainted with rural affairs can easily understand how a few selectors, acting in concert and judiciously, can effect this object, and secure a fine commonage for their own sections. The provisions against unlawful occupation of Crown lands could not be made to apply or be enforced; for, in every instance, the trespass would only be an indefinite extension of a legal right; and, moreover, no popular Minister would ever dare to persecute "poor men" whose alleged crimes consisted in driving cattle on land vacated by squatters. Under such circumstances, it is obvious that to drive off the squatter and get the use of his run for nothing, will be the direct interest of the free selector. Even apart from any feelings of class animosity, and under the operation of the proposed law, "free grass" would become a natural consequence of free selection.

[BY ELECTRIC TELEGRAPH.]

GOLDBURN.

Tuesday, 9 p.m.

The Adelaide escort, with 1052 men, 11 dwts. 3 gra., is the only one arrived up to the present time; the rising of the creeks and rivers is the probable cause of the delay of the other escorts.

Raising, with wind S.W.

MELBOURNE.

Tuesday, 8 p.m.

Intelligence that received from the exploring party mentions that Mr. Landlands (second in command), and Dr. Becker, have succeeded. Mr. Burke is pushing on without them.

A company of the 40th Regiment, being now complete, volunteers have been released from garrison duty by proclamation.

Market more active to-day.

For flour and wheat speculators are coming in.

ADELAIDE.

Tuesday, 7 p.m.

Flour, £18 5s. to £18 10s.; wheat, 7s. 3d. to 8s. for large parcels.

The lawyers are getting up a petition to her Majesty against the Real Property Act. It is proposed that the people sign a counter petition throughout the colony.

ANIMATING AND ASPIRATION.—It is a good thing to believe, it is a good thing to admire. By continually looking upwards, our minds will themselves grow upwards, and as a man, by indulging in the habits of scorn and contempt for others, is sure to descend to the level of what he despises, so the opposite habits of admiration and enthusiastic reverence for excellent men impart to ourselves a portion of the qualities we admire. Hence, as in everything else, humility is the surest path to exaltation.—*Arnold.*

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LAW.

SUPREME COURT.—TUESDAY.

Sittings for the Trial of Cases.

JURY COURT.

Baron Chief Justice Sir John Dickinson and a special jury of twelve.

The trial of this case again lasted all day without terminating.

BANK OF AUSTRALIA.

Before Mr. Justice Wigram and a jury of four.

This was an action for the recovery of money paid to the Bank of Australia by the plaintiff, a merchant, in the High Street, Sydney. The plaintiff was Messrs. Christopher and Charles William Sheridan, the defendants were Messrs. William Hill, John Blackmore, and James Magill.

Mr. Forster appeared for the plaintiff, and Mr. Stephen for the defendant.

The proceedings were raised, not only as to the fact of the alleged payment, but also as to the relative rights of the parties. Damages were laid at £2000. It was planned, however, that the plaintiff should be allowed to prove the payment, and that there should be a trial as to the amount of the payment.

The jury found in favour of the plaintiff, and awarded damages of £2000.

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KIANDRA.

[FROM OUR SPECIAL CORRESPONDENT.]

NOVEMBER 2ND.—In my communication I have had

reference to the weather. I have had here, and I find that this one will not be so much

an aid to me, but this time, but this time, but this time

I would like to say to you that we really are

obliged to complain of the cold, rain, and snow, the

last few days have completely silenced that theme,

and it is now summer weather, and the clothing that

was required only a few days since must now be laid

aside for something lighter and less oppressive.

During the last week our population

although still very small, has been more settled.

The accounts received from Wangaratta, on the

most reliable authority state that at present mining

prospects only can be considered working, and that

1500 men are now engaged working, and that those

connected with stock-raising, &c., number about

some, and that upwards of 3000 men are walking

about doing nothing. Goods are to be purchased at

lower rates than in Melbourne, and that not 100 ounces

of gold can reasonably be expected before Christmas.

These accounts, together with the falling off in the

Victorian exports, amounting to 10,000 ounces compared

with the same week of 1859, indicate a very gloomy

prospect. Several have already returned. Should

the present fine weather continue, our export returns

will soon prove that Kiandra is still in its infancy.

I have no idea what the export returns will be, but

considering that last week there was little or no

work done, I should not be surprised if it is small—

whatever it may be, it is only possible to

guess the small amount of work that was done, and

yield would surprise any person at all conversant

with gold-digging.

The Prospecting Association are going to work in

conjunction with the hill sinking. I was present on the

Towship and Hill, where, on the 1st inst., the

commissioners marked out extended claims, and I

have little doubt but their labours will be repaid.

I forwarded you a telegram yesterday with respect

to the discovery of a quartz reef. I have some of the

quartz myself: it appears honeycombed and crystalline

—one piece about the size of a man's fist, contained

fully one-third of gold, the other stones were

generally larger, with gold dispersed

throughout them, although the gold was not in the

form of the described above, yet sufficient to produce

a very rich quartz. There is no washed or rounded

appearance in the gold; it presents the angular and

sharp edges of quartz, or quartz, and can not be

enabled to send the locality it was found in, but from

information I have received I believe it to be some

three miles from this place. I hope to send you fuller

particulars in a day or two.

The Chief Commissioner is now working on this place

all appear to be satisfied, and the most experienced

miners feel convinced that some very heavy finds will

be made. At one extremity of the hill many are busily

engaged sinking. A party bottomed yesterday

at a depth of fifty feet; they have eight feet of

dirt, and the produce of one tub I saw, a good five

pennyweights of rounded washed gold, the size of

dust shot, in another claim near this, a fine specimen

of gold was found, and a fine specimen in weight, was

found at a depth of thirty feet.

ROCKY PLAINS.—Here the population is increasing,

and from the claims that are already opened, many

are expected to be opened per day per man, and the present

fine weather, will go far to help the population to be on

the ground. Stores are being erected. The new

arrivals are making their way there, and by many it

is thought—as I stated in my previous letter—that

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